

37
New No

A
B

WHITE & CASE

1155 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036-2787

(212) 819-8200

FACSIMILE (212) 354-8113

TELEX 126201

20-5, ICHIBANCHO, CHIYODA-KU, TOKYO

15 QUEEN'S ROAD CENTRAL, HONG KONG

50 RAFFLES PLACE, SINGAPORE

CUMHURİYET CAĐDESİ 12/10, İSTANBUL

ZIYA UR RAHMAN CAĐDESİ 17/5, ANKARA

2013 WALI AL-AHD (P O BOX 2256), JEDDAH

1747 PENNSYLVANIA AVENUE, N W
WASHINGTON, D C

333 SOUTH HOPE STREET, LOS ANGELES

200 SOUTH BISCAYNE BOULEVARD, MIAMI

20, PLACE VENDÔME, PARIS

66 GRESHAM STREET, LONDON

BIRGER JARLSGATAN 14, STOCKHOLM

DE:LD

16550

September 29, 1989

SEP 29 1989 - 1 40 PM

9-272A024

INTERSTATE COMMERCE COMMISSION

16550 - A

Office of the Secretary

Recordations Unit

Room 2303

Interstate Commerce Commission

12th and Constitution Avenue, N.W.

Washington, D.C. 20423

SEP 29 1989 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

Attention: Ms. Mildred Lee

16550 - B

Dear Ms. Lee:

SEP 29 1989 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

Enclosed are an original and one certified true copy of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Lease Agreement No. 9, dated as of September 9, 1989, is a primary document. The names and address of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

The second document, Indenture and Security Agreement No. 9, dated as of September 9, 1989, is a primary document. The names and addresses of the parties to such document are as follows:

Enclosed copy of AT. Karp

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, MD 21203

The third document, Lease and Indenture Supplement No. 9, dated as of September 9, 1989, is a secondary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, MD 21203

A description of the equipment covered by each of these documents follows: Open Top Hopper Cars, Gondola Cars, 70-Ton Woodchip Hopper Cars, 100-Ton Woodchip Hopper Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$13.00 is enclosed. Please return the original and any extra copies needed by the Commission for recordation to the undersigned.

A short summary of the documents to appear in the index follows:

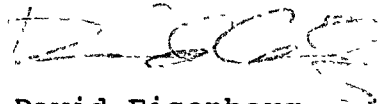
Lease Agreement No. 9 dated as of September 9, 1989, between The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and CSX Transportation, Inc., as Lessee, covering up to 206 Boxcars-Plate B, 233 Boxcars-Plate C, 285

Small Covered Hopper Cars, 66 Medium Covered Hopper Cars and 112 Jumbo covered Hopper Cars identified by the Lessee in Annex 1.

Indenture and Security Agreement No. 9, dated as of September 9, 1989, between The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 206 Boxcars-Plate B, 233 Boxcars-Plate C, 285 Small Covered Hopper Cars, 66 Medium Covered Hopper Cars and 112 Jumbo Covered Hopper Cars identified by the Lessee in Annex 1.

Lease and Indenture Supplement No. 9, dated as of September 9, 1989, among The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 206 Boxcars-Plate B, 233 Boxcars-Plate C, 285 Small Covered Hopper Cars and 112 Jumbo Covered Hopper Cars identified by the Lessee in Annex 1.

Very truly yours,



David Eisenberg

Enclosures

cc: Marianne Rosenberg, Esq.
Donna M. Mazzaferro, Esq.

SEP 29 1989 - 1 40 PM

LEASE AND INDENTURE SUPPLEMENT NO. 1
INTERSTATE COMMERCE COMMISSION

Dated September 9, 1989

Among

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
not in its individual capacity but solely as trustee,
Indenture Trustee

70-TON BOXCARS-PLATE B
70-TON BOXCARS-PLATE C
100-TON SMALL COVERED HOPPER CARS
100-TON MEDIUM COVERED HOPPER CARS
100-TON JUMBO COVERED HOPPER CARS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE AND SECURITY AGREEMENT NO. 9 DATED AS OF September 9, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON _____, 1989
AT ____ A.M. RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 9, dated September 9, 1989, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 9 dated as of September 9, 1989 (the "Trust Agreement") with CHASE MANHATTAN SERVICE CORPORATION, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 9 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 9 (the "Lease") dated as of September 9, 1989, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 9 (the "Indenture"), each dated as of September 9, 1989 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Railcars and in good working order.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$21,884,500 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Boxcar-Plate B, Boxcar-Plate C, Small Hopper Car, Medium Hopper Car and Jumbo Hopper Car leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values and Termination Values and Basic Rent Railcars set forth, respectively, on Schedules 2A, 3A and 4A hereto shall be applicable in respect of the Boxcars-Plate B leased hereunder on the date hereof, and the Stipulated Loss Values and Termination Values set forth, respectively, on Schedules 2B, 3B and 4B hereto shall be applicable in respect of the Boxcars-Plate C leased hereunder on the date hereof, the Stipulated Loss Values, Termination Values set forth, respectively, on Schedules 2C, 3C and 4C hereto shall be applicable in respect of the Small Hopper Cars leased hereunder on the date hereof, the Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2D, 3D and 4D hereto shall be applicable in respect of the Medium Hopper Cars leased hereunder on the date hereof, and the Stipulated Loss Values and Termination Values set forth, respectively, on Schedules 2E, 3E and 4E hereto shall be applicable with respect to the Jumbo Hopper Cars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 1, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Railcar leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to Lessor for each Railcar leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Inden-

ture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 1, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 1 to the same extent as if fully set forth herein.

7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Indenture Supplement No. 1 is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 1 to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as Owner Trustee

By 

Title: PHILIP G. KANE, JR.
VICE PRESIDENT

Lessee

CSX TRANSPORTATION, INC.

By _____

Title: _____

Indenture Trustee

[Corporate Seal]

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capacity but solely as Indenture Trustee

Attest:

By _____
Title: Assistant Corporate
Trust Officer

By _____
Title: Vice President

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
1 to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capac-
ity but solely as Owner
Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. B. [Signature]
Title: **Treasurer**

Indenture Trustee

[Corporate Seal]

Attest:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capac-
ity but solely as Indenture
Trustee

By _____
Title: Assistant Corporate
Trust Officer

By _____
Title: Vice President

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
1 to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capac-
ity but solely as Owner
Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

[Corporate Seal]

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capac-
ity but solely as Indenture
Trustee

Attest:

By *L. H. Mandel*
Title: Assistant Corporate
Trust Officer

By *R. W. Price*
Title: Vice President

STATE OF Connecticut)
COUNTY OF Hartford) ss.: Hartford

On this 27th day of Sept., 1989, before me personally appeared Philip G. Kane Jr., to be personally known, who, being by me duly sworn, says that he is Vice President of The Conn Nat. Bank, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires:

[Notary Seal]

DEBRA A. JOHNSON
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 19 90

STATE OF MARYLAND)

CITY OF BALTIMORE)

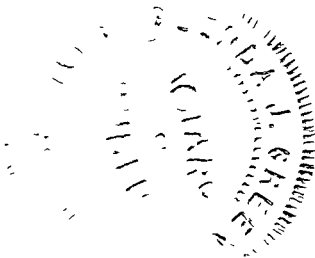
SS.:

On this 26th day of September, 1989, before me personally appeared A. B. Aftoora, to be personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Glenda J. Green
Notary Public

My Commission Expires: July 1, 1990

[Notary Seal]



SCHEDULE 1
to
Lease and Indenture
Supplement No. 1

SCHEDULE OF RAILCARS TO BE DELIVERED

Boxcars-Plate B

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
206	*	\$19,800	\$4,078,800

Boxcars-Plate C

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
233	*	\$24,100	\$5,615,300

Small Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
285	*	\$25,400	\$7,239,000

Medium Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
66	*	\$25,300	\$1,669,800

Jumbo Hopper Cars

* See the tables attached hereto.

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
112	*	\$29,300	\$3,281,600

* See the tables attached hereto.

9

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

CAR TYPE:

50-FOOT PLATE B BOX

NEW INIT	NEW NUMBER
-----	-----
CSXT	502721
CSXT	502722
CSXT	502723
CSXT	502724
CSXT	502726
CSXT	502727
CSXT	502728
CSXT	502729
CSXT	502730
CSXT	502731
CSXT	502732
CSXT	502733
CSXT	502734
CSXT	502735
CSXT	502739
CSXT	502740
CSXT	502742
CSXT	502743
CSXT	502744
CSXT	502745
CSXT	502746
CSXT	502747
CSXT	502748
CSXT	502750
CSXT	502752
CSXT	502753
CSXT	502754
CSXT	502755
CSXT	502756
CSXT	502757
CSXT	502759
CSXT	502760
CSXT	502761
CSXT	502762
CSXT	502763
CSXT	502764
CSXT	502766
CSXT	502768
CSXT	502769
CSXT	502773
CSXT	502777
CSXT	502778
CSXT	502779
CSXT	502781
CSXT	502784
CSXT	502785
CSXT	502787
CSXT	502789
CSXT	502790
CSXT	502791

9

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
-----	-----
CSXT	502792
CSXT	502793
CSXT	502794
CSXT	502798
CSXT	502800
CSXT	502801
CSXT	502802
CSXT	502809
CSXT	502812
CSXT	502813
CSXT	502815
CSXT	502816
CSXT	502817
CSXT	502818
CSXT	502820
CSXT	502823
CSXT	502826
CSXT	502830
CSXT	502831
CSXT	502832
CSXT	502833
CSXT	502834
CSXT	502835
CSXT	502840
CSXT	502848
CSXT	502851
CSXT	502852
CSXT	502853
CSXT	502854
CSXT	502855
CSXT	502856
CSXT	502858
CSXT	502859
CSXT	502860
CSXT	502863
CSXT	502864
CSXT	502866
CSXT	502868
CSXT	502869
CSXT	502870
CSXT	502871
CSXT	502875
CSXT	502878
CSXT	502880
CSXT	502882
CSXT	502883
CSXT	502885
CSXT	502886
CSXT	502887
CSXT	502888

9

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
-----	-----
CSXT	502889
CSXT	502891
CSXT	502892
CSXT	502893
CSXT	502894
CSXT	502896
CSXT	502898
CSXT	502900
CSXT	502902
CSXT	502904
CSXT	502905
CSXT	502906
CSXT	502910
CSXT	502911
CSXT	502912
CSXT	502913
CSXT	502915
CSXT	502916
CSXT	502917
CSXT	502918
CSXT	502919
CSXT	502920
CSXT	502921
CSXT	502923
CSXT	502924
CSXT	502925
CSXT	502926
CSXT	502929
CSXT	502930
CSXT	502934
CSXT	502935
CSXT	502936
CSXT	502938
CSXT	502939
CSXT	502941
CSXT	502942
CSXT	502943
CSXT	502944
CSXT	502945
CSXT	502946
CSXT	502948
CSXT	502949
CSXT	502951
CSXT	502952
CSXT	502953
CSXT	502954
CSXT	502955
CSXT	502958
CSXT	502959
CSXT	502962

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
-----	-----
CSXT	502963
CSXT	502964
CSXT	502966
CSXT	502967
CSXT	502969
CSXT	502970
CSXT	502971
CSXT	502972
CSXT	502973
CSXT	502974
CSXT	502975
CSXT	502976
CSXT	502979
CSXT	502983
CSXT	502984
CSXT	502986
CSXT	502987
CSXT	502990
CSXT	502994
CSXT	502998
CSXT	502999
CSXT	503001
CSXT	503002
CSXT	503005
CSXT	503006
CSXT	503007
CSXT	503008
CSXT	503009
CSXT	503012
CSXT	503014
CSXT	503015
CSXT	503016
CSXT	503017
CSXT	503018
CSXT	503019
CSXT	503022
CSXT	503023
CSXT	503025
CSXT	503026
CSXT	503027
CSXT	503028
CSXT	503029
CSXT	503030
CSXT	503034
CSXT	503037
CSXT	503039
CSXT	503040
CSXT	503041
CSXT	503042
CSXT	503046

9

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
CSXT	503047
CSXT	503049
CSXT	503050
CSXT	503051
CSXT	503052
CSXT	503054

TOTAL CAR TYPE:

206

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

CAR TYPE:
50-FOOT PLATE C BOX

NEW INIT	NEW NUMBER
CSXT	136807
CSXT	136809
CSXT	136810
CSXT	136811
CSXT	136812
CSXT	136813
CSXT	136815
CSXT	136816
CSXT	136817
CSXT	136818
CSXT	136819
CSXT	136820
CSXT	136821
CSXT	136824
CSXT	136825
CSXT	136826
CSXT	136828
CSXT	136829
CSXT	136830
CSXT	136833
CSXT	136835
CSXT	136838
CSXT	136841
CSXT	136844
CSXT	136847
CSXT	136848
CSXT	136849
CSXT	136851
CSXT	136852
CSXT	136855
CSXT	136858
CSXT	136862
CSXT	136865
CSXT	136867
CSXT	136868
CSXT	136870
CSXT	136873
CSXT	136876
CSXT	136877
CSXT	136878
CSXT	136881
CSXT	136882
CSXT	136884
CSXT	136885
CSXT	136886
CSXT	136888
CSXT	136889
CSXT	136893
CSXT	136894
CSXT	136895

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
-----	-----
CSXT	136896
CSXT	136898
CSXT	136899
CSXT	136900
CSXT	136903
CSXT	136905
CSXT	136906
CSXT	136909
CSXT	136910
CSXT	136911
CSXT	136913
CSXT	136914
CSXT	136915
CSXT	136916
CSXT	136917
CSXT	136919
CSXT	136920
CSXT	136922
CSXT	136925
CSXT	136926
CSXT	136928
CSXT	136929
CSXT	136930
CSXT	136937
CSXT	136939
CSXT	136940
CSXT	136941
CSXT	136944
CSXT	136950
CSXT	136953
CSXT	136958
CSXT	136959
CSXT	136960
CSXT	136961
CSXT	136962
CSXT	136963
CSXT	136965
CSXT	136966
CSXT	136969
CSXT	136970
CSXT	136971
CSXT	136972
CSXT	136973
CSXT	136974
CSXT	136979
CSXT	136980
CSXT	136982
CSXT	136985
CSXT	136990
CSXT	136992

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
-----	-----
CSXT	136994
CSXT	136995
CSXT	139030
CSXT	139031
CSXT	139032
CSXT	139033
CSXT	139034
CSXT	139038
CSXT	139039
CSXT	139045
CSXT	139046
CSXT	139049
CSXT	139050
CSXT	139051
CSXT	139053
CSXT	139054
CSXT	139055
CSXT	139058
CSXT	139060
CSXT	139062
CSXT	139063
CSXT	139064
CSXT	139066
CSXT	139067
CSXT	139069
CSXT	139072
CSXT	139080
CSXT	139083
CSXT	139084
CSXT	139089
CSXT	139090
CSXT	139091
CSXT	139096
CSXT	139099
CSXT	139102
CSXT	139104
CSXT	139106
CSXT	139107
CSXT	139108
CSXT	139110
CSXT	139111
CSXT	139113
CSXT	139114
CSXT	139116
CSXT	139118
CSXT	139119
CSXT	139122
CSXT	139124
CSXT	139125
CSXT	139128

9

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
-----	-----
CSXT	139130
CSXT	139136
CSXT	139137
CSXT	139141
CSXT	139142
CSXT	139144
CSXT	139147
CSXT	139148
CSXT	139151
CSXT	139154
CSXT	139156
CSXT	139157
CSXT	139159
CSXT	139160
CSXT	139161
CSXT	139163
CSXT	139169
CSXT	139172
CSXT	139173
CSXT	139175
CSXT	139180
CSXT	139181
CSXT	139183
CSXT	139189
CSXT	139191
CSXT	139193
CSXT	139194
CSXT	139199
CSXT	139200
CSXT	139203
CSXT	139207
CSXT	139209
CSXT	139212
CSXT	139214
CSXT	139217
CSXT	139221
CSXT	139223
CSXT	139224
CSXT	139227
CSXT	139228
CSXT	139230
CSXT	139231
CSXT	139232
CSXT	139234
CSXT	139236
CSXT	139237
CSXT	139238
CSXT	139239
CSXT	139243
CSXT	139244

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
CSXT	139245
CSXT	139247
CSXT	139249
CSXT	139250
CSXT	139251
CSXT	139253
CSXT	139256
CSXT	139257
CSXT	139263
CSXT	139276
CSXT	139278
CSXT	139280
CSXT	139283
CSXT	139285
CSXT	139287
CSXT	139290
CSXT	139291
CSXT	139292
CSXT	139293
CSXT	139294
CSXT	139295
CSXT	139297
CSXT	139298
CSXT	139300
CSXT	139304
CSXT	139306
CSXT	139307
CSXT	139308
CSXT	139310
CSXT	139311
CSXT	139312
CSXT	139316
CSXT	139317

CAR TYPE TOTAL:

233

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CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

	NEW INIT	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	256036
JUMBO COVD HOPPER	CSXT	256037
	CSXT	256038
	CSXT	256044
	CSXT	256046
	CSXT	256047
	CSXT	256055
	CSXT	256062
	CSXT	256068
	CSXT	256073
	CSXT	256077
	CSXT	256082
	CSXT	256089
	CSXT	256091
	CSXT	256092
	CSXT	256093
	CSXT	256109
	CSXT	256114
	CSXT	256124
	CSXT	256125
	CSXT	256130
	CSXT	256137
	CSXT	256145
	CSXT	256147
	CSXT	256149
	CSXT	256152
	CSXT	256173
	CSXT	256175
	CSXT	256179
	CSXT	256181
	CSXT	256185
	CSXT	256189
	CSXT	256191
	CSXT	256192
	CSXT	256196
	CSXT	256201
	CSXT	256203
	CSXT	256214
	CSXT	256216
	CSXT	256220
	CSXT	256221
	CSXT	256226
	CSXT	256227
	CSXT	256229
	CSXT	256233
	CSXT	256238
	CSXT	256243
	CSXT	256254
	CSXT	256255
	CSXT	256265

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CHASE TRUŞT NUMBER 9 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
-----	-----
CSXT	256284
CSXT	256287
CSXT	256291
CSXT	256305
CSXT	256310
CSXT	256322
CSXT	256347
CSXT	256367
CSXT	256368
CSXT	256369
CSXT	256371
CSXT	256372
CSXT	256373
CSXT	256374
CSXT	256376
CSXT	256378
CSXT	256379
CSXT	256382
CSXT	256383
CSXT	256387
CSXT	256389
CSXT	256391
CSXT	256395
CSXT	256396
CSXT	256397
CSXT	256398
CSXT	256399
CSXT	256401
CSXT	256402
CSXT	256405
CSXT	256406
CSXT	256407
CSXT	256408
CSXT	256410
CSXT	256411
CSXT	256414
CSXT	256416
CSXT	256417
CSXT	256418
CSXT	256420
CSXT	256421
CSXT	256422
CSXT	256423
CSXT	256424
CSXT	256425
CSXT	256426
CSXT	256428
CSXT	256429
CSXT	256431
CSXT	256432

9

CHASE TRUST NUMBER 0 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
CSXT	256433
CSXT	256436
CSXT	256437
CSXT	256438
CSXT	256440
CSXT	256441
CSXT	256442
CSXT	256445
CSXT	256446
CSXT	256447
CSXT	256448
CSXT	256449

CAR TYPE TOTAL:

112

9

CHASE TRUST NUMBER 0 - SEPTEMBER 29, 1989

	NEW INIT	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	241274
MEDIUM CUBE	CSXT	241277
COVERED HOPPER	CSXT	241279
	CSXT	241285
	CSXT	241291
	CSXT	241294
	CSXT	241297
	CSXT	241300
	CSXT	241301
	CSXT	241309
	CSXT	241311
	CSXT	241313
	CSXT	241319
	CSXT	241325
	CSXT	241327
	CSXT	241328
	CSXT	241334
	CSXT	241338
	CSXT	241340
	CSXT	241347
	CSXT	241352
	CSXT	241362
	CSXT	241372
	CSXT	241375
	CSXT	241380
	CSXT	241381
	CSXT	241393
	CSXT	241395
	CSXT	241399
	CSXT	241405
	CSXT	241406
	CSXT	241407
	CSXT	241412
	CSXT	241413
	CSXT	241414
	CSXT	241421
	CSXT	241425
	CSXT	241430
	CSXT	241440
	CSXT	241455
	CSXT	241460
	CSXT	241461
	CSXT	241462
	CSXT	241466
	CSXT	241467
	CSXT	241469
	CSXT	241470
	CSXT	241473
	CSXT	241476
	CSXT	241480

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
CSXT	241481
CSXT	241483
CSXT	241489
CSXT	241493
CSXT	241504
CSXT	241506
CSXT	241511
CSXT	241515
CSXT	241517
CSXT	241518
CSXT	241520
CSXT	241523
CSXT	241526
CSXT	241527
CSXT	241532
CSXT	241534

CAR TYPE TOTAL:

66

9

CHASE TRUST NUMBER 6 - SEPTEMBER 29, 1989

	NEW INIT	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	224766
SMALL CUBE	CSXT	224769
COVD HOPPER	CSXT	224776
	CSXT	224780
	CSXT	224783
	CSXT	224789
	CSXT	224790
	CSXT	224792
	CSXT	224793
	CSXT	224795
	CSXT	224796
	CSXT	224798
	CSXT	224800
	CSXT	224804
	CSXT	224808
	CSXT	224809
	CSXT	224811
	CSXT	224813
	CSXT	224814
	CSXT	224818
	CSXT	225477
	CSXT	225478
	CSXT	225479
	CSXT	225482
	CSXT	225484
	CSXT	225486
	CSXT	225487
	CSXT	225490
	CSXT	225491
	CSXT	225493
	CSXT	225495
	CSXT	225496
	CSXT	225498
	CSXT	225500
	CSXT	225501
	CSXT	225502
	CSXT	225503
	CSXT	225505
	CSXT	225506
	CSXT	225510
	CSXT	225511
	CSXT	225514
	CSXT	225515
	CSXT	225516
	CSXT	225518
	CSXT	225519
	CSXT	225520
	CSXT	225521
	CSXT	225523
	CSXT	225524

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
-----	-----
CSXT	225525
CSXT	225526
CSXT	225527
CSXT	225528
CSXT	225529
CSXT	225530
CSXT	225532
CSXT	225533
CSXT	225534
CSXT	225536
CSXT	225538
CSXT	225539
CSXT	225540
CSXT	225541
CSXT	225545
CSXT	225546
CSXT	225548
CSXT	225549
CSXT	225550
CSXT	225552
CSXT	225556
CSXT	225558
CSXT	225565
CSXT	225566
CSXT	225567
CSXT	225568
CSXT	225571
CSXT	225572
CSXT	225573
CSXT	225576
CSXT	225577
CSXT	225578
CSXT	225579
CSXT	225582
CSXT	225583
CSXT	225584
CSXT	225589
CSXT	225590
CSXT	225591
CSXT	225598
CSXT	225599
CSXT	225600
CSXT	225603
CSXT	225605
CSXT	225607
CSXT	225608
CSXT	225609
CSXT	225614
CSXT	225618
CSXT	225619

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
-----	-----
CSXT	225625
CSXT	225626
CSXT	225628
CSXT	225630
CSXT	225633
CSXT	225634
CSXT	225637
CSXT	225639
CSXT	225640
CSXT	225642
CSXT	225643
CSXT	225677
CSXT	225678
CSXT	225680
CSXT	225681
CSXT	225683
CSXT	225685
CSXT	225686
CSXT	225687
CSXT	225688
CSXT	225689
CSXT	225691
CSXT	225692
CSXT	225693
CSXT	225697
CSXT	225698
CSXT	225699
CSXT	225700
CSXT	225701
CSXT	225702
CSXT	225708
CSXT	225709
CSXT	225710
CSXT	225712
CSXT	225714
CSXT	225719
CSXT	225724
CSXT	225725
CSXT	225727
CSXT	225730
CSXT	225731
CSXT	225735
CSXT	225736
CSXT	225737
CSXT	225738
CSXT	225740
CSXT	225741
CSXT	225742
CSXT	225743
CSXT	225745

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
-----	-----
CSXT	225752
CSXT	225753
CSXT	225755
CSXT	225756
CSXT	225757
CSXT	225760
CSXT	225761
CSXT	225764
CSXT	225767
CSXT	225773
CSXT	225774
CSXT	225775
CSXT	225776
CSXT	225777
CSXT	225778
CSXT	225779
CSXT	225781
CSXT	225782
CSXT	225784
CSXT	225785
CSXT	225786
CSXT	225788
CSXT	225790
CSXT	225793
CSXT	225795
CSXT	225797
CSXT	225798
CSXT	225799
CSXT	225802
CSXT	225803
CSXT	225808
CSXT	225809
CSXT	225810
CSXT	225811
CSXT	225812
CSXT	225815
CSXT	225816
CSXT	225823
CSXT	225825
CSXT	225826
CSXT	225827
CSXT	225828
CSXT	225831
CSXT	225832
CSXT	225833
CSXT	225838
CSXT	225839
CSXT	225841
CSXT	225842
CSXT	225844

CHASE TRUST NUMBER **9** - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
-----	-----
CSXT	225845
CSXT	225847
CSXT	225848
CSXT	225849
CSXT	225850
CSXT	225851
CSXT	225852
CSXT	225853
CSXT	225854
CSXT	225857
CSXT	225858
CSXT	225863
CSXT	225864
CSXT	225866
CSXT	225868
CSXT	225870
CSXT	225872
CSXT	225877
CSXT	225878
CSXT	225880
CSXT	225882
CSXT	225883
CSXT	225884
CSXT	225886
CSXT	225888
CSXT	225889
CSXT	225893
CSXT	225894
CSXT	225896
CSXT	225897
CSXT	225898
CSXT	225902
CSXT	225903
CSXT	225904
CSXT	225906
CSXT	225908
CSXT	226125
CSXT	226127
CSXT	226128
CSXT	226129
CSXT	226136
CSXT	226139
CSXT	226140
CSXT	226145
CSXT	226147
CSXT	226153
CSXT	226154
CSXT	226156
CSXT	226162
CSXT	226165

CHASE TRUST NUMBER 9 - SEPTEMBER 29, 1989

NEW INIT	NEW NUMBER
CSXT	226166
CSXT	226167
CSXT	226171
CSXT	226173
CSXT	226186
CSXT	226189
CSXT	226190
CSXT	226192
CSXT	226193
CSXT	226196
CSXT	226200
CSXT	226202
CSXT	226203
CSXT	226207
CSXT	226210
CSXT	226220
CSXT	226222
CSXT	226228
CSXT	226229
CSXT	226231
CSXT	226240
CSXT	226242
CSXT	226243
CSXT	226244
CSXT	226250
CSXT	226252
CSXT	226255
CSXT	226261
CSXT	226265
CSXT	226268
CSXT	226287
CSXT	226288
CSXT	226290
CSXT	226296
CSXT	226330

CAR TYPE TOTAL:

285

GRAND TOTAL

902

SCHEDULE 2A
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(BOXCARS-PLATE B)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Boxcars-Plate B leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	20.00000000
December 15, 2003	20.00000000
June 15, 2004	20.00000000

SCHEDULE 2B
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(BOXCARS-PLATE C)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Boxcars-Plate C leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	20.00000000
December 15, 2003	20.00000000
June 15, 2004	20.00000000

SCHEDULE 2C
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(SMALL HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Stipulated Loss Value set forth in this Schedule 2C shall be applicable in respect of the Small Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	20.00000000
December 15, 2003	20.00000000
June 15, 2004	20.00000000

SCHEDULE 2D
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(MEDIUM HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Stipulated Loss Value set forth in this Schedule 2D shall be applicable in respect of the Medium Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	20.00000000
December 15, 2003	20.00000000
June 15, 2004	20.00000000

SCHEDULE 2E
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(JUMBO HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Stipulated Loss Value set forth in this Schedule 2E shall be applicable in respect of the Jumbo Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	20.00000000
December 15, 2003	20.00000000
June 15, 2004	20.00000000

SCHEDULE 3A
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE
(BOXCARS-PLATE B)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Boxcars-Plate B leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	19.25243862
December 15, 2003	19.82907073

SCHEDULE 3B
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE
(BOXCARS-PLATE C)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Boxcars-Plate C leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	19.25243862
December 15, 2003	19.82907073

SCHEDULE 3C
to
Lease and Indenture
Supplement No. 9

TERMINATION VALUE
(SMALL HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Termination Value set forth in this Schedule 3C shall be applicable in respect of the Small Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	19.82907073
December 15, 2003	19.82907073

SCHEDULE 3D
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE
(MEDIUM HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Termination Value set forth in this Schedule 3D shall be applicable in respect of the Medium Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	19.25243862
December 15, 2003	19.82907073

SCHEDULE 3E
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE
(JUMBO HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date.

The Termination Value set forth in this Schedule 3E shall be applicable in respect of the Jumbo Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	108.83371041
December 15, 1990	110.25827866
June 15, 1991	107.78262021
December 15, 1991	108.49179817
June 15, 1992	105.25380171
December 15, 1992	105.61895132
June 15, 1993	101.75028023
December 15, 1993	101.89974795
June 15, 1994	97.47621022
December 15, 1994	97.47822975
June 15, 1995	92.56185453
December 15, 1995	92.56185453
June 15, 1996	87.18628987
December 15, 1996	87.18628987
June 15, 1997	78.84732840
December 15, 1997	79.08034349
June 15, 1998	70.33338871
December 15, 1998	70.79292828
June 15, 1999	61.36573392
December 15, 1999	62.01045930
June 15, 2000	51.85051267
December 15, 2000	52.14798654
June 15, 2001	41.63546485
December 15, 2001	42.01726354
June 15, 2002	30.77171804
December 15, 2002	31.37785703
June 15, 2003	19.25243862
December 15, 2003	19.82907073

SCHEDULE 4A
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(BOX CARS- PLATE B)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.76768432
June 15, 1991	7.30825148
December 15, 1991	3.65744850
June 15, 1992	7.41848730
December 15, 1992	3.48180799
June 15, 1993	7.59412780
December 15, 1993	3.28976267
June 15, 1994	7.78617314
December 15, 1994	3.07978029
June 15, 1995	7.99615551
December 15, 1995	2.85018557
June 15, 1996	8.22575023
December 15, 1996	2.59914870
June 15, 1997	10.93810816
December 15, 1997	2.20971720
June 15, 1998	11.32753766
December 15, 1998	1.78391499
June 15, 1999	11.75333988
December 15, 1999	1.31834284
June 15, 2000	12.21891202
December 15, 2000	1.31834284
June 15, 2001	12.21891202
December 15, 2001	0.90553841
June 15, 2002	12.63171645
December 15, 2002	0.34444079
June 15, 2003	13.19281407
December 15, 2003	0.00000000
June 15, 2004	13.53725486

SCHEDULE 4B
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(BOXCARS-PLATE C)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.76768432
June 15, 1991	7.30825148
December 15, 1991	3.65744850
June 15, 1992	7.41848730
December 15, 1992	3.48180799
June 15, 1993	7.59412780
December 15, 1993	3.28976267
June 15, 1994	7.78617314
December 15, 1994	3.07978029
June 15, 1995	7.99615551
December 15, 1995	2.85018557
June 15, 1996	8.22575023
December 15, 1996	2.59914870
June 15, 1997	10.93810816
December 15, 1997	2.20971720
June 15, 1998	11.32753766
December 15, 1998	1.78391499
June 15, 1999	11.75333988
December 15, 1999	1.31834284
June 15, 2000	12.21891202
December 15, 2000	1.31834284
June 15, 2001	12.21891202
December 15, 2001	0.90553841
June 15, 2002	12.63171645
December 15, 2002	0.34444079
June 15, 2003	13.19281407
December 15, 2003	0.00000000
June 15, 2004	13.53725486

SCHEDULE 4C
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(SMALL HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.76768432
June 15, 1991	7.30825148
December 15, 1991	3.65744850
June 15, 1992	7.41848730
December 15, 1992	3.48180799
June 15, 1993	7.59412780
December 15, 1993	3.28976267
June 15, 1994	7.78617314
December 15, 1994	3.07978029
June 15, 1995	7.99615551
December 15, 1995	2.85018557
June 15, 1996	8.22575023
December 15, 1996	2.59914870
June 15, 1997	10.93810816
December 15, 1997	2.20971720
June 15, 1998	11.32753766
December 15, 1998	1.78391499
June 15, 1999	11.75333988
December 15, 1999	1.31834284
June 15, 2000	12.21891202
December 15, 2000	1.31834284
June 15, 2001	12.21891202
December 15, 2001	0.90553841
June 15, 2002	12.63171645
December 15, 2002	0.34444079
June 15, 2003	13.19281407
December 15, 2003	0.00000000
June 15, 2004	13.53725486

SCHEDULE 4D
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(MEDIUM HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.76768432
June 15, 1991	7.30825148
December 15, 1991	3.65744850
June 15, 1992	7.41848730
December 15, 1992	3.48180799
June 15, 1993	7.59412780
December 15, 1993	3.28976267
June 15, 1994	7.78617314
December 15, 1994	3.07978029
June 15, 1995	7.99615551
December 15, 1995	2.85018557
June 15, 1996	8.22575023
December 15, 1996	2.59914870
June 15, 1997	10.93810816
December 15, 1997	2.20971720
June 15, 1998	11.32753766
December 15, 1998	1.78391499
June 15, 1999	11.75333988
December 15, 1999	1.31834284
June 15, 2000	12.21891202
December 15, 2000	1.31834284
June 15, 2001	12.21891202
December 15, 2001	0.90553841
June 15, 2002	12.63171645
December 15, 2002	0.34444079
June 15, 2003	13.19281407
December 15, 2003	0.00000000
June 15, 2004	13.53725486

SCHEDULE 4E
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(JUMBO HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.76768432
June 15, 1991	7.30825148
December 15, 1991	3.65744850
June 15, 1992	7.41848730
December 15, 1992	3.48180799
June 15, 1993	7.59412780
December 15, 1993	3.28976267
June 15, 1994	7.78617314
December 15, 1994	3.07978029
June 15, 1995	7.99615551
December 15, 1995	2.85018557
June 15, 1996	8.22575023
December 15, 1996	2.59914870
June 15, 1997	10.93810816
December 15, 1997	2.20971720
June 15, 1998	11.32753766
December 15, 1998	1.78391499
June 15, 1999	11.75333988
December 15, 1999	1.31834284
June 15, 2000	12.21891202
December 15, 2000	1.31834284
June 15, 2001	12.21891202
December 15, 2001	0.90553841
June 15, 2002	12.63171645
December 15, 2002	0.34444079
June 15, 2003	13.19281407
December 15, 2003	0.00000000
June 15, 2004	13.53725486